

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

STAN LEE MEDIA, INC.,

Plaintiff,

vs.

THE WALT DISNEY COMPANY,

Defendants.

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) Civil Action No.

) 1:12-cv-02663-WJM-KMT

)

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)

VIDEOTAPED DEPOSITION OF STAN LEE

Beverly Hills, California

Thursday, March 14, 2013

Volume 2

Reported by:

ALENE M. CASTRO

CSR No. 4847

Job No. 1619771

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Sarnoff, A VERITEXT COMPANY
877-955-3855

2021MARVEL-0131405

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

STAN LEE MEDIA, INC.,
Plaintiff,
vs.
THE WALT DISNEY COMPANY,
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) 1:12-cv-02663-WJM-KMT
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Videotaped deposition of STAN LEE, Volume 2,
taken on behalf of Plaintiff, at 9601 Wilshire
Boulevard, Suite 700, Beverly Hills, California,
beginning at 8:55 a.m. and ending at 10:09 a.m. on
Thursday, March 14, 2013, before ALENE M. CASTRO,
Certified Shorthand Reporter No. 4847.

1 APPEARANCES:

2
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1 APPEARANCES (Continued):

2
3 Also Present:

4 MICHAEL WOLK, Walt Disney Corporate Representative

5 ELI BARD, Deputy Chief Counsel, Marvel

6 Entertainment

7
8 Videographer:

9 GRANT CIHLAR

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2021MARVEL-0131413

1 called Timely. Actually, the parent company I think
2 was Magazine Management or something like that. And
3 they had other books. They had movie books, men's
4 books and so forth. And I went up there, and I
5 found out -- I didn't know until I got up there that 08:58:12
6 the job they had was in the comic book department.
7 So a job was a job, and I took the job. I was an
8 assistant to the two people who really ran the
9 department, Joe Simon and Jack Kirby.

10 Q And am I correct that Timely, over time 08:58:29
11 through various corporate changes, became what we
12 know to be Marvel Comics today?

13 A That's right.

14 MR. CHAPMAN: Objection; leading the
15 witness. 08:58:40

16 BY MR. RICH:

17 Q And who at the time was running Timely?
18 Who was the ultimate boss?

19 A The ultimate boss at that time was Martin
20 Goodman, the publisher. 08:58:48

21 Q Now, so for a period of time you were an
22 assistant to, you indicated, two individuals, one of
23 whom, as I recall, is Jack Kirby; is that correct?

24 A That's right.

25 Q And did there come a time when you were 08:58:59

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1 Q And as a rule, what was the rule with
2 respect to a writer like you being paid on a work,
3 did it depend on whether the work, for example, was
4 actually published?

5 A Well, they were all published. There were 09:08:00
6 no exceptions. Everything that I wrote was
7 published. And just about everything the other
8 writers wrote was published -- were published.

9 Q Did you --

10 A Was. 09:08:12

11 Q -- did you receive, during the period of
12 time we've been discussing, any other compensation,
13 for example, any profit participations in connection
14 with creating these various characters?

15 MR. CHAPMAN: Objection; compound. 09:08:23

16 BY MR. RICH:

17 Q You can answer.

18 A No, not that I can recall.

19 Q Did you receive any promise of any such
20 other compensation at the time you created these 09:08:30
21 works?

22 A No.

23 Q Now, beginning at the time that you took on
24 these multiple roles that you described, were you
25 supervising other contributors? 09:08:44

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1 A Other writers?

2 Q Yes.

3 A Oh, sure.

4 Q And other artists?

5 A Yes.

09:08:51

6 Q And what was -- would you describe

7 generally the process by which a particular issue or

8 project came together and what your role was in

9 supervising that project.

10 A Well, the books had to be published on a

09:09:03

11 regular basis. Most of them were monthly. So after

12 one book had been published, we needed another book

13 all ready to go to the printer 30 days later. If

14 that book didn't make the printing date, the

15 publisher would have to pay for the printing time

09:09:23

16 anyway. So it was like life or death that no book

17 be late. I remember in my -- I had a small office.

18 I had a clock on all four walls so wherever I was

19 facing, I could see what time it was because this

20 artist had to come up at this time, this writer had

09:09:42

21 to be up.

22 And I would read the script, and I would

23 make some suggestions -- there's too much dialogue

24 here or this doesn't sound like what this fellow

25 would really say or -- whatever suggestions I would

09:09:56

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1 course. And in the artwork, the penciller was the
2 most important one. He drew the script. But then
3 in order for it to be photographed and reproduced
4 well, somebody had to go over his pencil drawings
5 with ink, and that was the inker. I don't know how 09:12:35
6 I could have forgotten him.

7 Q And what was your role in seeing how all
8 these various pieces came together?

9 A It was my responsibility, the whole thing.

10 Q And did anything ever see the light of day, 09:12:48
11 so to speak, that is, become published without your
12 oversight and approval of the elements and the
13 outcome and the end of that process?

14 A Not while I was there, working there, no.

15 Q And were you the ultimate person to make 09:13:02
16 the decision whether the final work was published,
17 or were you in turn subject to the oversight in
18 terms of the ultimate publishing decision of anyone
19 else?

20 A I was always subject to the oversight and 09:13:15
21 the ultimate decision of Martin Goodman, the
22 publisher, always.

23 Q Now, throughout your career and your
24 development of the many characters, some of which
25 you've identified specifically this morning, what 09:13:32

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1 contributions of the other people who also
2 contributed? You testified as to your understanding
3 as to your contributions. What about as to the
4 other?

5 MR. CHAPMAN: Same objection. 09:14:37

6 THE WITNESS: Well, Martin Goodman was the
7 publisher. He owned the company. And the company
8 issued the checks. And we all worked -- including
9 me -- we all worked for Martin Goodman. I always
10 assumed he's the fellow who owns everything. 09:14:50

11 BY MR. RICH:

12 Q Now, through the period of the 1960s, did
13 you have any written agreements with Timely or,
14 later, any of the other Marvel entities?

15 A I had agreements. I don't know if they 09:15:05
16 were as early as the 1960s. I can't think of any.

17 Q Did you ever tell Mr. Goodman during the
18 period of your work at -- during the time he was
19 supervising your activities that you had an
20 understanding that you, Mr. Lee, had an 09:15:26
21 understanding that you personally owned copyright
22 rights in any of your work? Did you ever have that
23 conversation or make that statement to Mr. Goodman?

24 MR. CHAPMAN: Objection; leading.

25 BY MR. RICH: 09:15:40

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1 I recall, of something called "Amazing Fantasy"?

2 A Right.

3 Q What was "Amazing Fantasy"?

4 A Well, that was a book I worked on with an
5 artist called Steve Ditko, and I loved that book. I 10:00:12
6 wrote little unusual stories. They weren't horror
7 stories. They were -- but they were like a mixture
8 of science fiction and horror. And they were all
9 about five pages, and they had a lot per issue. And
10 they were for older readers. I tried to use a 10:00:34
11 better vocabulary, and we tried to get very surprise
12 endings in every story. The people who read the
13 book loved them, but not enough people bought
14 because they weren't superhero books as such. They
15 were books with five separate stories of incidents, 10:00:53
16 and they didn't sell that well. So even though I
17 loved the books, Mr. Goodman decided to cancel them
18 because they weren't selling.

19 Q So it was his decision -- it was
20 Mr. Goodman's ultimate decision whether to publish 10:01:03
21 one or more editions of those books, and he
22 exercised that authority, is that what you're
23 saying?

24 A He always had that, yes. It was always his
25 decision. 10:01:16

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1 Q And he exercised the authority ultimately
2 to publish the last edition of "Amazing Fantasy";
3 correct?

4 A Right.

5 MR. CHAPMAN: Objection; leading. 10:01:24

6 BY MR. RICH:

7 Q And were you paid your usual per page rate
8 for the contribution you made, the Spider-Man
9 contribution that appeared in that last issue of
10 "Amazing Fantasy"? 10:01:34

11 A Yes, I was paid my usual rate for
12 everything I wrote.

13 Q Including that contribution?

14 A Yes.

15 Q And was Mr. Ditko, to your knowledge, paid 10:01:40
16 his per page rate for his contribution to that
17 insertion of Spider-Man?

18 A As far as I remember.

19 Q Okay. Now, you testified at some length
20 earlier this morning to the overall process by which 10:01:52
21 many of the characters in which you played a
22 creation role came to be. There is much written
23 generally about something called the "Marvel
24 method." Are you familiar with that term?

25 A Oh, yes. I started it. 10:02:10

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1 Q Sir, this is an excerpt of the
2 autobiography. Is this the autobiography that you
3 were talking about?

4 A Yes, it is.

5 Q So this fellow George Mair was the writer 10:06:57
6 who you said you had to rewrite about 75 percent of
7 it?

8 A Right.

9 Q Okay. Now, sir, I want to talk to you
10 briefly about memory. 10:07:09

11 A About what?

12 Q Memory. When you say you were paid for
13 something in the 1960s, that's a long time ago.

14 A Yeah, it sure is.

15 Q And when you say you were paid, say, for 10:07:22
16 creating Galactus, do you actually have a
17 recollection that you received your paycheck, or are
18 you just assuming that you got paid because that's
19 what happened normally?

20 MR. WILLIAMS: Object to the form of the 10:07:40
21 question.

22 BY MR. CHAPMAN:

23 Q You can go ahead and answer.

24 A Well, I can't remember specifically being
25 paid for any one thing. But I do know that every 10:07:47

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1 story that I wrote, and Galactus was no exception, I
2 would put in a voucher for it, and I would get a
3 check. So I have no reason to think I wasn't paid
4 for that.

5 Q Okay. No reason to think you weren't paid, 10:08:04
6 but you don't have a specific recollection of being
7 paid?

8 A I don't have a recollection of being paid
9 for any specific story.

10 Q In the '60s? 10:08:16

11 A Pardon me?

12 Q We're talking about the 1960s?

13 A At any time.

14 MR. CHAPMAN: I have no more questions.

15 Anything else? 10:08:43

16 MR. RICH: Nothing further from us.

17 MR. WILLIAMS: Okay. Mr. Lee, your
18 deposition is concluded.

19 THE WITNESS: Oh, thank you.

20 MR. WILLIAMS: The witness is released? 10:08:50

21 MR. CHAPMAN: You made some privilege
22 objections yesterday, which, as I mentioned, were
23 not proper. We may have to choose to test those, in
24 which case Mr. Lee would have to come back. So he's
25 not released if that's going to go forward. So with 10:09:05

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1
2
3
4 I, STAN LEE, do hereby declare under
5 penalty of perjury that I have read the foregoing
6 transcript; that I have made any corrections as
7 appear noted, in ink, initialed by me, or attached
8 hereto; that my testimony as contained herein, as
9 corrected, is true and correct.

10 EXECUTED this 27 day of April 2013,
11 at Beverly Hills, CA
(City) (State)

12
13
14
15
16 
STAN LEE

Volume 2

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ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 22, 2013 before me, Kimberly Luperi
(insert name and title of the officer)

personally appeared Stan Lee
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby
3 certify:

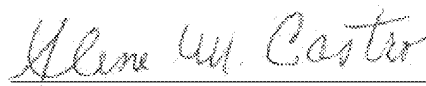
4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were administered an oath; that
8 a record of the proceedings was made by me using
9 machine shorthand which was thereafter transcribed
10 under my direction; that the foregoing transcript is
11 a true record of the testimony given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review
15 of the transcript [] was [] was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or any party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21
22 Dated: March 16th, 2013

23 

24 ALENE M. CASTRO

25 CSR No. 4847

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